

MEMORANDUM OF AGREEMENT

Among the

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION**

The

NATIONAL CAPITAL PLANNING COMMISSION

The

**DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION**

The

**U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION**

The

UNITED STATES SECRET SERVICE

The

GENERAL SERVICES ADMINISTRATION

And the

U.S. DEPARTMENT OF THE TREASURY

For

**SECURITY AND LANDSCAPE IMPROVEMENTS TO
PENNSYLVANIA AVENUE
IN FRONT OF THE WHITE HOUSE**

In

WASHINGTON, DC

This Memorandum of Agreement ("Agreement") entered into by and among the United States Department of Transportation, Federal Highway Administration, Eastern Federal Lands Highway Division ("FHWA-EFLHD"); the National Capital Planning Commission ("NCPC"); the District of Columbia Department of Transportation ("DDOT"); the US Department of the Interior, National Park Service, National Capital Region ("NPS"); the United States Secret Service ("USSS"); the General Services Administration ("GSA"); and the US Department of the Treasury ("Treasury"); collectively known as the "Parties", is for the purpose of establishing the roles, responsibilities, and procedures under which work shall be performed by the Parties to complete the planning, design, engineering, and construction of security and landscape improvements to Pennsylvania Avenue between 15th and 17th Streets, N.W., Jackson Place, and Madison Place within President's Park in Washington, DC (the "Project").

WHEREAS, Pennsylvania Avenue and portions of Jackson and Madison Place have been closed to public vehicular traffic since May 1995 when the Secretary of the Treasury, following the recommendations of a panel charged with reviewing White House security, ordered Pennsylvania Avenue closed between 15th and 17th Streets, NW;

WHEREAS, NCPC established an Interagency Security Task Force (the "Task Force") in February 2001 to consider various proposals relating to Pennsylvania Avenue at the White House; and, in November 2001, the Task Force, after concluding that Pennsylvania Avenue could not be reopened to normal vehicular traffic in the current security environment, recommended the design and construction of a landscaped, civic space along the Avenue;

WHEREAS, the Conference Report for *FY 2003 Omnibus Appropriations Act, Public Law 108-7 (February 20, 2003)*, (i) provides \$11,100,000 for "planning and design activities and for the initiation of construction of the improvement project at Pennsylvania Avenue in front of the White House," including \$2,800,000 for planning and design and \$3,300,000 for structural testing and streetscape components, initial surveying and utility location, and \$5,000,000 for transportation studies to assess traffic problems in the immediate vicinity of the White House, (ii) requires that FHWA manage the project in consultation with NCPC, and (iii) requires that FHWA submit a report to the House and Senate Appropriations Committees and OMB within 6 months of enactment on such improvements;

WHEREAS, on March 12, 2003, NCPC unanimously adopted design concept plans for the Project (the "Approved Design");

WHEREAS, 23 U.S.C. § 308(a) authorizes the FHWA to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other federal or state cooperating agencies;

WHEREAS, the NCPC, as the central planning agency for the federal government in the Nation's Capital, has review and/or approval authority for development of projects on lands under the jurisdiction of the Federal Government and the District of Columbia, is responsible for coordinating the federal interest and preparing a comprehensive plan for the Nation's Capital, is authorized to approve the exterior structure of Federal buildings and the provision of open space in and around the same, and is authorized to approve certain land transfers between and among federal and District of Columbia agencies;

WHEREAS, the NCPC is authorized to enter into this Agreement pursuant to the authority contained in Section 5 of the National Capital Planning Act of 1952, as amended;

WHEREAS, the Mayor of the District of Columbia has exclusive jurisdiction over all public roads and bridges, except such as those that may belong to and are under the care of the United States. Therefore, DDOT has administrative responsibility for Pennsylvania Avenue from curb to curb between 15th and 17th Streets, NW; Jackson Place between Pennsylvania Avenue and H Street, NW; and Madison Place between Pennsylvania Avenue and H Street, NW in Washington, DC;

WHEREAS, the DDOT is authorized to enter into this Agreement pursuant to the authority contained in the Congressional Act of June 20, 1874, 18 Stat. 116, as amended in 1874; and 31 U.S.C. §1537, the Economy Act;

WHEREAS, the NPS administers and maintains President's Park, including Lafayette Park and all four (4) of its perimeter sidewalks, the sidewalk on the south side of Pennsylvania Avenue in front of the White House between the west curb of West Executive Avenue and the east curb of East Executive Park;

WHEREAS, the NPS is authorized to enter into this Agreement pursuant to authorities which include the NPS Organic Act of 1916, 16 U.S.C. §1; the Economy Act; and consistent with the Consolidated Appropriations Resolution 2003, Public Law 108-7, Div. F, Title 3, Section 332, 117 Stat. 11, 277 (Feb. 20, 2003);

WHEREAS, the USSS has responsibility for the protection of the White House complex;

WHEREAS, the USSS is authorized to enter into this Agreement pursuant to 3 U.S.C. § 202;

WHEREAS, the GSA administers and maintains the sidewalks around the Eisenhower Executive Office Building and the sidewalks in front of the Renwick Gallery, Blair House, and the west sidewalk on Jackson Place;

WHEREAS, the GSA is authorized to enter into this Agreement pursuant to the Public Buildings Act of 1959, as amended, 40 U.S.C. 601-619;

WHEREAS, the Treasury administers and maintains sidewalks on the south side of Pennsylvania Avenue from the east curb of East Executive Avenue to 15th Street, and the sidewalk immediately adjacent to the Treasury Annex on the north side of Pennsylvania Avenue and east side of Madison Place;

WHEREAS, the Treasury is authorized to enter into this Agreement pursuant to 40 U.S.C. 490(d)(5) and 589; and

WHEREAS, the Parties desire to work cooperatively to insure completion of the Project in advance of the January 2005 Presidential Inauguration.

NOW, THEREFORE, pursuant to the authority contained in the *FY 2003 Omnibus Appropriations Act*; 23 U.S.C. § 308(a); the Economy Act, 31 U.S.C. § 1535 and 1537; the National Capital Planning Act of 1952; and the Organic Act of 1916, 16 U.S.C. § 1, and other authorities applicable to the Parties, the Parties in consideration of the mutual promises herein expressed, do hereby agree as follows:

ARTICLE I: GENERAL COOPERATION OF THE PARTIES

All Parties will be afforded the opportunity to inspect, review and comment on, at any time, work in progress, the financial records, and any other supporting documentation; and to participate in all meetings and field reviews. All Parties agree, to the extent of their authority, to:

1. Consult and coordinate with the Parties during all phases of the Project;
2. Promptly consider any requests by the other Parties for permits and other authorizations required for the Project, and to provide all appropriate assistance to the Parties who are applying for these permits and other authorizations;
3. Facilitate the review and comment of environmental and historic preservation documents

by providing comments within a maximum of [10] working days;

4. Facilitate the acquisition of federal funding for the Project and transfer funds in accordance with this or any subsequent Agreements between the parties as necessary for completion of the Project;
5. Assign and identify a Project Manager for the Project, to facilitate communication for the Project, and to participate in meetings of the Interagency Task Force, which shall convene on a regular basis to ensure proper coordination of all phases of the Project;
6. Agree to work cooperatively in furtherance of the purpose of this Agreement, and to use best efforts to ensure completion of all necessary tasks in accordance with the Project schedule;
7. Agree to authorize the FHWA to construct improvements within the areas under their respective jurisdiction in accordance with the design plans for the Project when approved as provided in Article II below;
8. Participate in all design and construction field reviews during the development of the Project; and
9. Agree to consider entering into further agreements if these would be beneficial in accomplishing the Parties' mutual objectives.

ARTICLE II: PLANNING, DESIGN AND CONSTRUCTION

A. FHWA agrees to:

1. Serve as the lead federal agency for the preparation of design and construction plans for the Project.
2. Serve as the lead federal agency for the coordination, preparation, and approval of the documentation as may be required pursuant to the National Environmental Policy Act (NEPA), 23 CFR § 771, 49 U.S.C. § 303; Section 106 of the National Historic Preservation Act; and DOT Section 4(f) requirements. FHWA will provide a schedule of expected times and deliverables associated with the preparation of the environmental document and Section 106 compliance; and will provide appropriate access to all information and background material used in the development of the environmental document and its accompanying or supporting analysis. FHWA will also be responsible for the preparation and circulation for review of additional environmental review requirements under Section 4(f) and related laws, and shall include mitigation measures developed by the NPS for activities undertaken on lands under the administrative control and jurisdiction of the NPS. Mitigation measures, including measures to minimize harm under the provisions of Section 4(f), NEPA, and Section 106, shall be reviewed by the Parties to this Agreement, and shall be incorporated in any appropriate construction documents and contracts.
3. Coordinate with and assist NCPC during the preparation of the concept design plans.
4. In consultation with the Task Force, prepare preliminary and final design and construction plans in accordance with the Approved Design, and consulting applicable NPS and District of

Columbia standard guidelines and the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, current edition, as amended;

5. Take responsibility for ensuring proper and timely submission and presentation of such plans to all applicable review commissions, boards, and entities, including but not limited to submission for approval to NCPC and submission for review by the Commission of Fine Arts and the District of Columbia Historic Preservation Review Board, if applicable.
6. Administer all surveying, mapping and subsurface investigations for preliminary and final design activities;
7. Conduct design field reviews with the Parties to the Agreement and other agencies as deemed necessary;
8. Ensure that a mechanism for public input and comment in the preparation of design plans is provided, which may include the NEPA and Section 106 processes described above and the public participation process of other review bodies, including NCPC and the Commission of Fine Arts.
9. Conduct crash testing for streetscape security components in cooperation with the National Highway and Traffic Safety Administration's, National Crash Analysis Center and the USSS as may be necessary.
10. Coordinate and acquire any necessary utility Agreements. For the purposes of utility adjustments or relocations, the FHWA will act for and on behalf of the District of Columbia, and all prior rights shall be considered to continue under the jurisdiction of the District of Columbia. Since the FHWA is acting on behalf of the District of Columbia with regard to adjustment or relocation, the same rights will apply with regard to adjustment or relocation costs and to the waiver of inspection fees incurred by the FHWA on behalf of the District of Columbia;
11. Prepare and obtain documentation to acquire NPS, District of Columbia, and any other construction permits required for the Project;
12. With assistance from the DDOT, notify the members of the Council of the District of Columbia and Advisory Neighborhood Commissions, as appropriate, of impending work within the jurisdictional ward.
13. Ensure that no location of staging areas or other site modifications be undertaken on lands administered by or under the jurisdiction of the NPS without prior approval under an NPS-issued permit;
14. Procure and administer consulting services and construction contracts, as appropriate, in accordance with the Federal Acquisition Regulations (FAR), and the Transportation Acquisition Regulations (TAR), and include clauses that require the contractor to hold all Parties harmless from any liability arising from the design or construction of the improvements;
15. Enforce prompt design and construction contractor compliance with delay or suspension-of-work requests from the USSS or NPS, based upon events or activities at the White House and President's Park, natural and cultural resource issues, or the law enforcement and security

needs of the site, and ensure that the necessary language is included in all design and construction contracts to allow for delay or suspension-of-work requests.

16. Beginning in July 2004, closely coordinate all construction with the NPS and DDOT to avoid conflicts with the construction associated with the January 2005 Inaugural.
17. Assume responsibility for the administrative settlement or adjudication of claims arising from contracts awarded by the FHWA, subject to the availability of project funds; and
18. Prepare monthly Project and funding status reports for the benefit of the Task Force and the Parties.

B. The NCPC agrees to:

1. Accept responsibility for the preparation of concept design plans; and
2. Participate as a cooperating agency in the preparation of the NEPA decision document and Section 106 compliance process.

C. The DDOT agrees to:

1. Participate as a cooperating agency for the Project;
2. Assist in facilitating timely decision-making where DDOT interests are involved;
3. Be responsible for guiding the decisions associated with improvements to DC-owned or maintained roadways;
4. Review and concur in the design plans for all improvements related to Pennsylvania Avenue, Jackson Place and Madison for areas under DDOT jurisdiction; and
5. Assist with obtaining review and approval of final site plans and permits prior to construction from the DC Office of Planning, Department of Consumer and Regulatory Affairs, Department of Health, and/or the Office of Property Management, as may be required.

D. The NPS agrees to:

1. Participate as a cooperating agency in the preparation of the NEPA decision document and Section 106 compliance process; and
2. Review and concur in final plans and specifications for areas under NPS jurisdiction so that they meet the NPS design guidelines and applicable planning, design, construction and maintenance standards;

E. The USSS agrees to:

1. Participate as a cooperating agency in the preparation of the NEPA decision document and Section 106 compliance process; and
2. Review and concur in the design plans for all improvements related to Pennsylvania Avenue, Jackson Place and Madison Place that affect the security of areas for which USSS

Jackson Place and Madison Place that affect the security of areas for which USSS is responsible.

F. The GSA agrees to:

1. Participate as a cooperating agency in the preparation of the NEPA decision document and Section 106 compliance process; and
2. Review and concur in the design plans for all improvements related to Pennsylvania Avenue, Jackson Place and Madison Place under GSA jurisdiction.

G. The Treasury agrees to:

1. Participate as a cooperating agency in the preparation of the NEPA decision document and Section 106 compliance process; and
2. Review and concur in the design plans for all improvements related to Pennsylvania Avenue, Jackson Place and Madison Place that affect the areas under Treasury jurisdiction.

ARTICLE III: MAINTENANCE AND EMERGENCY SERVICES

All Parties agree to maintain within the areas under their jurisdiction all improvements made under this Agreement, including those to Pennsylvania Avenue, Jackson Place and Madison Place. All Parties agree to consider whether it would benefit the administration of the Project after it is completed to have one Federal Party identified as having maintenance authority for the full area under consideration in this Agreement and agree to recommend who that one Federal Party would be prior to construction authorization. It is not the intention of the Parties to require any Party to relinquish jurisdiction in such a case.

Access to Pennsylvania Avenue on behalf of the DC Fire and Emergency Services and the Metropolitan Police Department will continue as before the Project; except to the extent that the Secret Service makes the determination that access must be restricted to accommodate a temporary emergency situation.

ARTICLE IV: DISBURSEMENT OF FUNDS

Initial funds have come through DOT Appropriations for the project. If one of the Parties to this Agreement requires funding for any portion of the work, the FHWA shall transfer funds to the Parties as necessary for their use by a non-expenditure fund transfer. The FHWA will submit form SF 1151, Non-Expenditure Fund Transfer, with the Department of Treasury to execute the transfer. If necessary, the party shall designate a point of contact for budget and financial information and provide to FHWA for coordination. Notification of the transfer and copies of the SF 1151 should be sent to the affected agency point of contact and the following FHWA personnel:

Federal Highway Administration
Office of Finance
Attention: Mr. Andrew Reid
400 7th Street, SW
Washington, DC 20590

Federal Highway Administration
Eastern Federal Lands Highway Division
Attention: Ms. Peggy DeWeese
21400 Ridgetop Circle
Sterling, VA 20166-6511

EFLHD:

Finance Point of Contact: Ms. Patricia Mark, EFLHD Financial Specialist

Telephone: 703-404-6219

Agency Location Code: 69-05-0001

Memorandum of Agreement No. DTFH71-03-X-00014

Upon completion of the project, each Agency will return any surplus funds (in the same manner as received) to the FHWA that issued the funds once all financial records have been closed for that activity.

ARTICLE V: KEY OFFICIALS AND CONTACTS

A. For the FHWA:

KEY OFFICIAL:

Ms. Melisa L. Ridenour, P.E.

Division Engineer

Eastern Federal Lands Highway Division

Federal Highway Administration

21400 Ridgetop Circle

Sterling, VA 20166-6511

(703) 404-6203 (phone)

(703) 404-6217 (fax)

melisa.ridenour@fhwa.dot.gov

CONTACT PERSON:

Mr. Kurt Dowden

Project Manager

Eastern Federal Lands Highway Division

Federal Highway Administration

21400 Ridgetop Circle

Sterling, VA 20166-6511

(703) 404-6331 (phone)

(703) 404-6217 (fax)

kurt.dowden@fhwa.dot.gov

B. For the NCPC:

KEY OFFICIAL:

Ms. Patricia Gallagher

Executive Director

National Capital Planning Commission

401 9th Street, NW

North Lobby, Suite 500

Washington, DC 20576

(202) 482-7211 (phone)

(202) 482-7272 (fax)

patricia.gallagher@ncpc.gov

CONTACT PERSON:

Ms. Elizabeth D. Miller

Plan and Project Implementation Division

National Capital Planning Commission

401 9th Street, NW

North Lobby, Suite 500

Washington, DC 20576

(202) 482-7246 (phone)

(202) 482-7272 (fax)

elizabeth.miller@ncpc.gov

Ms. Connie Harshaw

Executive Officer

National Capital Planning Commission

401 9th Street, NW

North Lobby, Suite 500

Washington, DC 20576

(202) 482-7220 (phone)

(202) 482-7272 (fax)

connie.harshaw@ncpc.gov

Ms. Angela K. Roach

Program Management Analyst

National Capital Planning Commission

401 9th Street, NW

North Lobby, Suite 500

Washington, DC 20576

(202) 482-7235 (phone)

(202) 482-7272 (fax)

angela.roach@ncpc.gov

C. For the DDOT:

KEY OFFICIAL:

Mr. Daniel Tangherlini
Director
District of Columbia
Department of Transportation
2000 14th Street, NW, 6th Floor
Washington, DC 20009
(202) 673-6813 (phone)
(202) 671-0642 (fax)
dan.tangherlini@dc.gov

CONTACT PERSON:

Ms. Heather Brophy
Ward 2 Transportation Planner
District of Columbia
Department of Transportation
2000 14th Street, NW, 7th Floor
Washington, DC 20009
(202) 671-2227 (phone)
(202) 671-0617 (fax)
heather.brophy@dc.gov

Mr. Tchako Ngandjui
Team 1 Leader
District of Columbia
Department of Transportation
64 New York Avenue
Washington, DC 20002
(202) 671-4542 (phone)
(202) 409-9183 (fax)
tchako.ngandjui@dc.gov

D. For the NPS:

KEY OFFICIAL:

Ms. Ann Bowman Smith
Director, White House Liaison
National Park Service
National Capital Region
1100 Ohio Drive, SW, Room 344
Washington, DC 20242
(202) 619-6344 (phone)
(202) 619-6353 (fax)
Ann_Bowman_Smith@nps.gov

CONTACT PERSONS:

Mr. Michael Summerlin
Assistant Director, Design and Construction
National Park Service
National Capital Region
1100 Ohio Drive, SW, Room 344
Washington, DC 20242
(202) 219-6529 (phone)
(202) 219-5155 (fax)
Michael_Summerlin@nps.gov

E. For the USSS:

KEY OFFICIAL:

Mr. Tom Dougherty, Senior Counsel
United States Secret Service
950 H Street, NW
Washington DC 20223
(202) 406-9261 (phone)
(202) 406-6544 (fax)
tedougherty@uss.s.treas.gov

CONTACT PERSONS:

Mr. Joe DiPietro, Deputy Special
Agent in Charge
USSS Technical Security Division
843 Brightseat Road
Landover MD 20785
(202) 395-9212 (phone)
jdipietro@uss.s.treas.gov

Mr. Paul Haggerty, Agent
United States Secret Service
Eisenhower Executive Office
Building, Room 552
Washington DC
(202) 395-5952 (phone)
phaggerty@usss.treas.gov

F. For the GSA:

KEY OFFICIAL:

Mr. Lawrence A. Melton, Director
GSA White House Center
725 17th Street, NW, Room 3026
Washington DC 20305
(202) 395-2235 (phone)
(202) 359-9791 (cell)
larry.melton@gsa.gov

CONTACT PERSONS:

Mr. Stephen Pearson
Assistant Director
725 17th Street, NW, Room 3026
Washington DC
(202) 395-2235 (phone)
stephen.pearson@gsa.gov

G. For the Treasury:

KEY OFFICIAL:

Dr. W. Earl Wright, Jr.
Acting, Chief of Management
and Administrative Programs
Department of Treasury
Room 6100 Annex
Washington, DC 20220
(202) 622-0902 (phone)
(202) 622-2294 (fax)
Earl.Wright@do.treas.gov

CONTACT PERSONS:

Mr. Richard Cote
Curator
Department of Treasury
1500 Pennsylvania Avenue
Room 6100 Annex
Washington, DC 20220
(202) 622-0902 (phone)
(202) 622-2294 (fax)
Richard.Cote@do.treas.gov

ARTICLE VI: MODIFICATIONS

The Agreement may be modified by an amendment to this Agreement, which shall be signed by all the Parties and affixed to this Agreement. Additional parties may enter into this Agreement through a written amendment, which is signed by the existing Parties as agreeing to the addition of the specified new Parties, and is signed by the new Parties with a statement that they are entering into and ratifying the Agreement.

ARTICLE VII: TERM OF THE AGREEMENT AND TERMINATION

This Agreement terminates five (5) years from the date of the last signature affixed or upon completion of the Project, whichever occurs first, unless extended by mutual consent of all Parties. Termination of this Agreement does not excuse the Parties from meeting their respective responsibilities which are independent of this Agreement. The withdrawal of any Party from this Agreement may be accomplished through written notification to each other Party's point of contact; however, such withdrawal will not act to terminate the Agreement.

ARTICLE VIII: LIABILITY

The Parties accept responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, or their contractors, to the fullest extent

permitted by law. All claims will be handled pursuant to applicable law. Construction contracts awarded by the FHWA will include by reference Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP (current edition), particularly Section 107, which among other things requires the Contractor to indemnify and hold harmless the Government from all claims for injuries or damage resulting from construction operations, or arising out of the negligent performance of the Contract. Pursuant to Section 107, the Contractor shall procure and maintain liability insurance as described therein (minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) per incident). The FP (current edition), Section 107, also holds the Contractor responsible for the protection and restoration of property and landscape.

Damages caused by actions of those contracting with the United States which affect Parties to this Agreement, including the District of Columbia, will be considered damages to the United States and subject to the responsibilities and protections of the Contract clauses, including FP (current edition), Section 107. In the event the United States is paid for damages to property under the control of another Party to the Agreement, then said payment will be forwarded to the appropriate Party.

In the event that a claim is brought under the Federal Tort Claims Act (28 U.S.C. 2671, *et seq.*) against more than one Party, it shall be the responsibility of the Party receiving the claim to coordinate with any other named Party regarding responsibility to investigate any such claim, to issue an administrative determination as required by that Act, and to assist in the defense of any litigation arising from any such claim. All other Parties to this Agreement named in any such claim will cooperate in this effort.

ARTICLE IX: REQUIRED AND STANDARD CLAUSES

1. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations.
2. **NON-DISCRIMINATION:** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. Section 2000(d) *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. Section 794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. Section 6101 *et seq.*); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age or sex.
3. **ANTI-DEFICIENCY ACT:** Pursuant to 31 U.S.C. Section 1341, nothing contained in this Agreement shall be construed as binding any of the Parties to expend any sum in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **INTEREST OF MEMBERS OF CONGRESS:** Pursuant to 41 U.S.C. Section 22, "No member of Congress shall be admitted to any share or part of any contract or Agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon, except as otherwise provided for in that law.
5. **LOBBY PROHIBITION:** The Parties shall abide by 18 U.S.C. Section 1913, Lobbying with Appropriated Moneys, as amended Nov. 2, 2002, Public Law 107-273, Div. A., Title II, Section 205(b), 116 Stat. 1778, which states:


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n.

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other devise, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification; policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of Title 31.

6. This Agreement is subject to all laws governing Federal procurement and to all regulations and rules promulgated thereunder, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement. Nothing in this Agreement shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

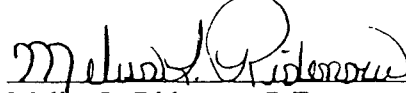
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION**

 6/30/03

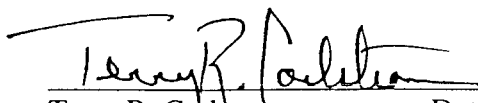
Daniel Tangherlini Date
Director

**U.S. DEPT. OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS
HIGHWAY DIVISION**

 5-22-03

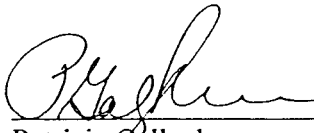
Melisa L. Ridenour, P.E. Date
Division Engineer

**U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION**

 7/8/03

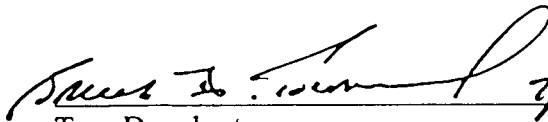
Terry R. Carlstrom Date
Regional Director

**NATIONAL CAPITAL PLANNING
COMMISSION**

 7.14.03

Patricia Gallagher Date
Executive Director

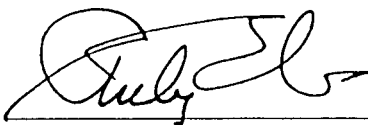
UNITED STATES SECRET SERVICE



Tom Dougherty
Senior Counsel
7/15/03
Date

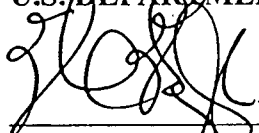
BRUCE A. TOWNSEND
DEPUTY ASSISTANT DIRECTOR

GENERAL SERVICES ADMINISTRATION



Lawrence A. Melton
Director, GSA White House Center
20 May 2003
Date
ANTHONY E. COSTA
ASSISTANT REGIONAL ADMINISTRATOR

U.S. DEPARTMENT OF TREASURY



Dr. W. Earl Wright, Jr.
Acting, Chief of Management
and Administrative Programs
5 June 03
Date

**AMENDMENT NO. 1
MEMORANDUM OF AGREEMENT
FOR SECURITY AND LANDSCAPE IMPROVEMENTS TO
PENNSYLVANIA AVENUE IN FRONT OF THE WHITE HOUSE**

Purpose: The purpose of this Amendment to the Memorandum of Agreement ("Agreement") is to add the State Department and the Smithsonian Institution as Parties to this Agreement for the purpose of establishing the roles, responsibilities, and procedures under which work shall be performed by the Parties to complete the planning, design, engineering, and construction of security and landscape improvements to Pennsylvania Avenue between 15th and 17th Streets, N.W., Jackson Place, and Madison Place within President's Park in Washington, DC (the "Project").

Page 3, the 6th paragraph is deleted and substituted with the following:

WHEREAS, the GSA administers and maintains the sidewalks around the Eisenhower Executive Office Building and the west sidewalk on Jackson Place;

Page 3, the following clauses are added:

WHEREAS, the State Department administers and maintains the sidewalk in front of the Blair House;

WHEREAS, the State Department is authorized to enter into this Agreement pursuant to 22 U.S.C. § 2718;

WHEREAS, the Smithsonian administers and maintains sidewalks on the north side of Pennsylvania Avenue in front of the Renwick Gallery (National Museum of American Art);

WHEREAS, the Smithsonian is authorized to enter into this Agreement pursuant to 20 U.S.C. § 52;

Page 3, the eleventh paragraph is deleted and the following is substituted:

NOW, THEREFORE, pursuant to the authority contained in the *FY 2003 Omnibus Appropriations Act*, 23 U.S.C. § 308(a); the Economy Act, 31 U.S.C. § 1535 and 1537; the National Capital Planning Act of 1952; and the Organic Act of 1916, 16 U.S.C. § 1, 22 U.S.C. § 2718, 20 U.S.C. § 52, and other authorities applicable to the Parties in consideration of the mutual promises herein expressed, do hereby agree as follows:

Page 7, the following is added to ARTICLE II: PLANNING, DESIGN AND CONSTRUCTION:

H. The State Department agrees to:

1. Participate as a cooperating agency in the preparation of the NEPA decision document and Section 106 compliance process; and
2. Review and concur in the design plans for all improvements related to Pennsylvania Avenue, Jackson Place and Madison Place that affect areas under State Department jurisdiction.

I. The Smithsonian agrees to:

1. Participate as a cooperating agency in the preparation of the NEPA decision document and Section 106 compliance process; and
2. Review and concur in the design plans for all improvements related to Pennsylvania Avenue, Jackson Place and Madison Place that affect areas under Smithsonian jurisdiction.

Page 10, The following is added to or revised in ARTICLE V: KEY OFFICIALS AND CONTACTS:

F. For the GSA:

KEY OFFICIAL:

Anthony E. Costa
Assistant Regional Administrator
General Services Administration
Public Buildings Service
301 7th Street, SW, Room 7080
Washington, DC 20407
Phone: 202-708-5891
Email: tony.costa@gsa.gov

CONTACT PERSON:

Lawrence A. Melton
Director, Potomac White House Service Center
General Services Administration
808 17th Street, NW, Suite 800
Washington, D.C. 20006
Phone: 202395-2235
Cell: 202-359-9791
Email: larry.melton@gsa.gov

H. For the State Department:

KEY OFFICIAL:

Cecilia Elizondo-Herrera
Chief of Protocol
U.S. Department of State
2201 C Street, N.W.
Washington, DC 20520
Phone 202-647-2663
Fax: 202-647-0052
Email: Herrera@state.gov

CONTACT PERSON:

Randy Bumgardner
Assistant Chief of Protocol/General Manager, Blair House
U.S. Department of State
1651 Pennsylvania Ave, N.W.
Washington, DC 20005
Phone: 202-879-7883
Fax: 202-879-7740
Email: bumgardner@state.gov

I. For the Smithsonian:

KEY OFFICIAL:

John W. Cobert
Director
Office of Contracting
Smithsonian Institution
750 9th Street, NW, Suite 6200
Washington, D.C. 20560
Phone: 202-275-1600
Fax: 202-275-1262
Email jcobert@opp.si.edu


CONTACT PERSON:

Daniel Davies
Gallery Place Zone, Building Management Division
Smithsonian Institution
PO Box 37012
750 9th Street, NW, Suite C300
Washington, D.C. 20013-7012
Phone: 202-275-6669
Fax: 202-275-9034
Email: ddavies@opp.si.edu

Authority for this Amendment: Pursuant to Article VI, the Agreement is thusly modified and becomes effective as of the date the last signature is affixed.

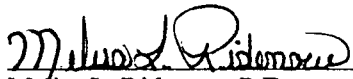
IN WITNESS THEREOF, the Parties hereto have caused this Amendment to the Agreement to be executed by their duly authorized representatives.

**DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION**

 9/25/03

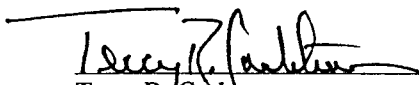
Daniel Tangherlini Date
Director

**U.S. DEPT. OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS
HIGHWAY DIVISION**

 9.22.03

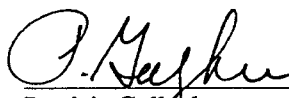
Melisa L. Ridenour, P.E. Date
Division Engineer

**U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION**

 9/25/03


Terry R. Carlstrom Date
Regional Director

**NATIONAL CAPITAL PLANNING
COMMISSION**

 11.25.03 286 Contg.

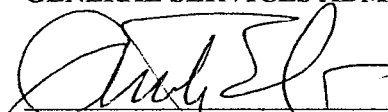
Patricia Gallagher Date
Executive Director
OAC
11/24/03

UNITED STATES SECRET SERVICE

 12/14/03

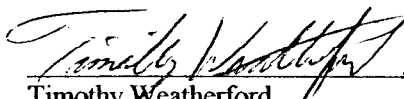
Bruce A. Townsend Date
Deputy Assistant Director

GENERAL SERVICES ADMINISTRATION

 10/21/2003


Anthony E. Costa Date
Assistant Regional Administrator

U.S. DEPARTMENT OF TREASURY

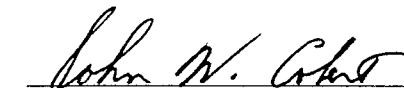
 10/7/03

Timothy Weatherford Date
Deputy Assistant Secretary
Headquarters Operations

U.S. DEPARTMENT OF STATE

 _____
Robert J. Mack Date
Director, Real Property Management

SMITHSONIAN INSTITUTION

 12/3/03

John W. Cobert Date
Director, Office of Contracting

**AMENDMENT NO. 2
MEMORANDUM OF AGREEMENT
FOR SECURITY AND LANDSCAPE IMPROVEMENTS TO
PENNSYLVANIA AVENUE IN FRONT OF THE WHITE HOUSE
MAINTENANCE RESOLUTION**

Purpose: As agreed in Article III of the Memorandum of Agreement among the United States Department of Transportation, Federal Highway Administration, Eastern Federal Lands Highway Division; the National Capital Planning Commission; the District of Columbia Department of Transportation; the U.S. Department of the Interior, National Park Service, National Capital Region; the United States Secret Service; the General Services Administration; the U.S. Department of the Treasury; the U.S. Department of State; and the Smithsonian Institution; collectively known as the "Parties"; the Parties have been meeting to consider having one Federal Party identified as having maintenance authority for the full area under consideration in this Agreement and if so, agree to recommend who that one Federal Party will be.

Resolution: Article III of the Memorandum of Agreement identified above is hereby amended by adding the following paragraph:


As a result of this series of meetings, the Parties hereby resolve that there are economic, coordination, and security efficiencies to having one Federal Party maintain Pennsylvania Avenue, Jackson and Madison Place, and that the National Park Service is the one Federal agency with the best capability, resources and expertise to maintain the streets, sidewalks and designated appurtenances within Pennsylvania Avenue between 15th and 17th Streets, NW, Jackson Place and Madison Place. All current Parties will retain jurisdictional authority over their specific areas. Upon completion of the Project, the National Park Service will agree to maintain the area subject to the following terms and conditions:

1. Congressional prohibition is legislatively lifted from the National Park Service by such time as the National Park Service would assume responsibility for repair or rehabilitation of the area.
2. Explicit statutory or other adequate authority for maintenance is granted to the National Park Service for areas under the jurisdiction of the District Department of Transportation and other Federal agencies, before signing the Memorandum of Agreement identified in Item 4.
3. Funding for all aspects of this annual maintenance and repair and replacement of the redesigned area, including for the timely purchase of equipment, is provided to the National Park Service. Funding for the National Park Service to acquire equipment and hire staff to maintain the area must be provided by February 2004.
4. That a Memorandum of Agreement for this maintenance is executed by December 2003 among all jurisdictional Parties.

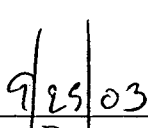
Authority for this Amendment: Pursuant to Article VI, the Agreement is thusly modified and becomes effective as of the date the last signature is affixed.

IN WITNESS THEREOF, the Parties hereto have caused this resolution to be executed by their duly authorized representatives.

**DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION**

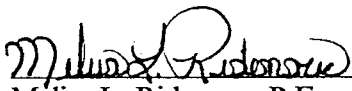


Danfel Tangherlini
Director

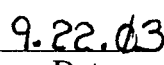


Date

**U.S. DEPT. OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS
HIGHWAY DIVISION**

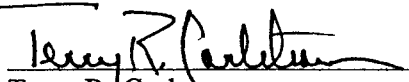


Melisa L. Ridenour, P.E.
Division Engineer

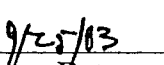


Date

**U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION**




Terry R. Carlstrom
Regional Director

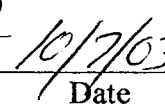


Date

U.S. DEPARTMENT OF TREASURY




Timothy Weatherford
Deputy Assistant Secretary
Headquarters Operations

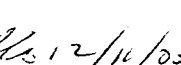


Date

UNITED STATES SECRET SERVICE




Bruce A. Townsend
Deputy Assistant Director

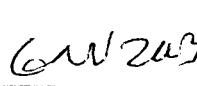


Date

**GENERAL SERVICES ADMINISTRATION
NATIONAL CAPITAL REGION**




Anthony E. Costa
Assistant Regional Administrator



Date

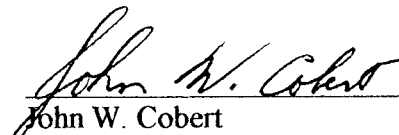
U.S. DEPARTMENT OF STATE



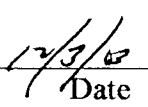
Robert J. Mack
Director, Real Property Management

Date

SMITHSONIAN INSTITUTION

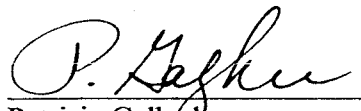


John W. Cobert
Director, Office of Contracting

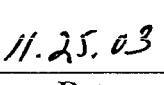


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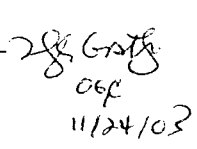
NATIONAL CAPITAL PLANNING COMMISSION



Patricia Gallagher
Executive Director



Date



11/24/03